

w. a. Palmer films, inc.

INVOICE No. 3937

SOLD TO

40 FREMONT STREET • SAN FRANCISCO 5 • CALIFORNIA

Frank Stauffacher
San Francisco Museum of Art
War Memorial Building
San Francisco, California

YOUR ORDER No.

OUR JOB No. 4091

DATE 6/8/50

Museum Title Material

Sound and Color, A and B
52 feet @ .155 per ft

\$ 8.06

City and State Sales Tax

.28

\$ 8.34

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\$ 8.34

Film Center INC.

64 WEST RANDOLPH STREET • CHICAGO 1, ILL.

CONFIRMATION

PLEASE INSPECT NOW!

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SOLD TO

San Francisco Museum of Art
Civic Center
San Francisco 2, California

SHIPPED TO

same

Attn: Frank Stuaaffacher

SHOW DATES

May 19

SHOW DATES

CUSTOMER'S ORDER NO.

DATE ENTERED

SHIPPING DATE

DUE BACK DATE

VIA

C.O.D.

ltr ny 3/30

4/4

5/12

5/26

EXPRESS

MAIL
spol

WILL CALL

PRINT NO.

DESCRIPTION

AMOUNT

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Unit #33, THE GREAT NORTH

\$7.00

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AT THE TIME
WE SUPPLY

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TRANSPORTATION

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2. Films are shipped transportation COLLECT, and must be returned PREPAID.
3. Films are inspected before they are shipped, to assure good condition. If returned damaged, renter will be held responsible for repair or replacement costs.
4. Films must be returned in our cans and on reels of equal make and quality. Substitutions will be charged for. Return in our shipping cases.
5. Each booking is for renter's own use, film is not to be subleased to others without our express authorization.
6. Those films released by us subject to be shown only at approved locations, must be shown only at those approved locations.
7. Films are to be used for nontheatrical exhibitions only; for use within the territory of continental United States only, unless otherwise specifically stated.
8. Films rented, leased or sold are not to be duplicated in whole or part, NOR ARE THEY TO BE USED FOR TELEVISION.
9. Return rental films to us excepting when authorized in writing to return to another place.
10. Films and equipment leased or sold are supplied CONDITIONAL upon full payment of amount invoiced.
11. No rental cancellations are accepted unless received at least four (4) working days prior to shipment.
12. We reserve the right to telephone or telegraph (charges collect) to request return of overdue films, and to require return by air shipment (prepaid) if needed.

Brandon Films

INC.

1700 BROADWAY • NEW YORK 19, N. Y.

Circle 6-4868

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SHIPPED TO

Mr. Frank Stauffacher
San Francisco Museum of Art
War Memorial - Civic Center
San Francisco 2, Calif.

5/5/50

SAME

5/5/50

SHOW DATES

SHOW DATES

CUSTOMER'S ORDER NO.

DATE ENTERED

SHIPPING DATE

DUE BACK DATE

VIA

C.O.D.

LETTER

3/6/50

4/28/50

5/12/50

EXPRESS

MAIL

WILL CALL

Special

PRINT NO.

DESCRIPTION

AMOUNT

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Unit Program #33 - THE GREAT NORTH

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AT THE TIME
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Brandon Films

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SOLD TO

Mr. Frank Stauffer
San Francisco Museum of Art
War Memorial - Civic Center
San Francisco 2, Calif.

SHIPPED TO

SAME

SHOW DATES

6/20/50

SHOW DATES

6/20/50

CUSTOMER'S ORDER NO.

LETTER

DATE ENTERED

3/6/50

SHIPPING DATE

6/13/50

DUE BACK DATE

6/27/50

VIA

EXPRESS

MAIL

Special

WILL CALL

C.O.D.

PRINT NO.

DESCRIPTION

AMOUNT

THIS IS NOT
AN INVOICE

PANHEDIQUE

\$45.00

OUR INVOICE
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AT THE TIME
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TRANSPORTATION

AMOUNT DUE

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CONFIRMATION

CONFIRMATION

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AT THE TIME
WE SUPPLY

SOLD TO

INVOICE

UNIVERSITY of WASHINGTON

SEATTLE 5, WASHINGTON

REMITTANCE ADVICE

INVOICE NO.

11443

BUDGET No. 785

Instructional Materials Center

(DEPARTMENT)

DATE June 16, 1950

MAKE CHECKS PAYABLE TO

UNIVERSITY of WASHINGTON

And Remit To The

COMPTROLLER'S OFFICE

203 ADMINISTRATION BLDG.

Seattle 5, Wash.

To

Frank Stauffacher
 San Francisco Museum of Art
 Civic Center
 San Francisco 2, California

QUANTITY

DESCRIPTION

UNIT PRICE

UNIT

TOTAL

Film rental as per attached #5923, #5925, #5926.
 #5924, #5889, #6924, #5928

Postage

Total

15 25

2 48

18 73

VENDEE - RETURN WITH REMITTANCE

June 14, 1950

Christopher Menzies Young
West Cornwall, Conn.

Rental of Film OBJECT LESSON for use
on Berkeley Series of Art in Cinema, May 2.

\$10.00

Jan 10, 1949

Dear Curtis,

Thank you for your reply. It has been necessary to put the two programs forward a week, making the dates Feb.11 ~~and~~ Feb.21. Although the films are not yet certain, I feel safe in asking for yours on the 11th.

I can't determine the kind or size of audience that these two programs will draw, being rather isolated as they are, and not benefitting from the pressure of a series. However, they'll get as much printed publicity as possible, and direct mail notices. Your title will be included, of course. So much criticism arrives here about the subscription series idea, and there is always a mob insisting on buying single door admissions. These two nights will tell.

The programs will be devoted as much as possible to creatively experimental work, and recent. This will be the first time we will try to show them without the companionship of older classics.

Do send program notes, etc. on FRAGMENT OF SEEKING.

Sincerely yours,

Frank

Jan.22,1949

Dear Ted,

Thanks very much for your letter. I'm sending a separate envelope containing all the program notes for our last series (including an extra one for your film). These notes were always gotten up at the last minute, and they are inclined to sound a little queer after the excitement of the event is passed, so don't take them too seriously.

We are going to have two nights of films in Feb., and I hasten to ask if we can show THE STONE CHILDREN on the night of Friday Feb.18th. The other date is Feb.11th. Since all of this has come upon us suddenly, I have to get out an announcement by the end of this coming week - by Friday the 29th, at the latest. So I'm going to put your name down for the 18th date. If it can't be on that date, we'll just have to substitute. I'm sorry I didn't answer you immediately, but as I say, this has come to a head suddenly.

The new film sounds fascinating. Did you collaborate with Mussen? I'd appreciate some kind of program note and -if at all possible - a still. I want to make a rather impressive display of stills if I can. If you can let me have a still, I'd like it as soon as possible. Also, let me know the rental, etc.

Hoping to hear from you soon,

Sincerely,

Jan. 22, 1949

Dear Maya,

Thanks very much for your reply, and I am delighted that we can show MEDITATION on one of our two nights. We'd like to display the scroll design, so the date for the film would be the 18th, as you suggest. Only, it would be well to have the scroll on display some time before that date, if possible, so that the intent and design that went into the film can be more clearly understood when the film itself is shown. Don't you agree? In addition, it always helps -things like this - to stimulate interest.

Your suggestion of including another of your films is excellent, and RITUAL IN TRANSFIGURED TIME, as you mentioned, would be good, since we've only shown that once here, while the others have been seen four or five times on our programs.

In respect to your remarks on the fibre of MEDITATION I will try to program it with appropriate companions. Most of these two programs will consist of strictly contemporary 16mm experiments and efforts. This means that there will be at least half of them abstract, or non-objective, and all rather short. Some of the others that have come in -these that grapple with realism - are quite influenced by your own films, I feel. Or at least with your first two. They had a tremendous influence, and one has the feeling that what was intended to be a pure visual poem has become, in the hands of others, a conscious self-revelation rendered slightly enigmatic and mysterious by the hazards of the medium. At any rate, nobody does anything as intense and flagrant as CHIEN ANDALOU;

Could you let me know how long MEDITATION runs, and also, if you could get the scroll here earlier? If we exhibit the display for CHOREOGRAPHY, it would be well to show it, also. Whatever you think best.

Sincerely yours,

Feb 18th, 1949

Shinje Koike
Kaigai Bunka Chuokyoku
Tokyo-to, Japan

Dear Mr. Koike,

Thank you very much for your letter and request for a review copy of our book "Art in Cinema". I do hope it is not too late for your interest. A copy is being sent to you via air mail and should reach you at about the time this letter does.

The Art in Cinema Society was started in 1946 to provide a stimulation and an outlet for experimental films, and films of a high standard of artistic merit. But it was and is mainly concerned with the development of the film as a form of art of its own, unrelated to the stage, literature, etc. Since the instigation of this activity at this Museum, there has been considerable production of films on a non-commercial, personal basis, not only in this section of the U.S., but in the East as well. It has been responsible for numerous other group showings and similar programs all over the country. It might be called a kind of rebirth of the "avant-garde."

You have asked for my portrait, and all I can find is the rather inferior shot enclosed.

It would be of great interest to us here if you could tell me of any similar activity in experimental films being now done in Japan. It is a pity that custom regulations, etc., make it so difficult to exchange films with other countries.

Sincerely yours,

Frank Stauffacher
Art in Cinema

P.S. If you do review Art in Cinema, I would very much appreciate a copy of the Kogei News that will contain it.

Feb. 26, 1949

Dear Dick,

I've been away in the snow trying to make a fancy ski film - thus the delay in answering your letter. As for my film - I don't know how it will be yet. I did lose several lens caps and filters, however.

Your request for an experimental film package is an excellent idea. We have made up one for a showing last week at Mills College which, incidentally, went over extremely well. It contained the film Broughton and I were working on when you wrote the article last year. It turned out to be called MOTHER'S DAY, a twenty minute job with sound track. Also, Sara Arledge's INTROSPECTION, a very fine 10 minute dance film, Robert Howard's META, an abstraction, and a little film I made myself called ZIGZAG. This rented for \$35.00. The hitch is that Broughton wants \$20.00 for MOTHER'S DAY, as it has cost him a pretty penny, what with sound track, hiring union musicians for the recording, etc. I don't blame him of course. At the present time, he is back in New York with his film attempting to find a distributor. However, if he doesn't sign too rigid a contract, I'm sure he would let you show it at a cheaper rate since you did so well by us in U.S. Camera. ~~However~~ happens there, at least I can send you a very good selection for \$30.00. The trouble is that adding up actually what each film maker wants for his or her film brings the total to a slightly prohibitive figure. Actually, the above four films would total \$42.50 which is much too high for a single showing. We had to agree to cut our prices for the sake of the package - still Broughton received \$20.00. Anyhow, let me know. What are the films that Ballard is getting for you? What has happened to Ballard's regular showings?

Your casual mention of Europe is enviable. Why can't I say it like that?

I really would like to start a class in experimental film. However, I would want to finish a couple more of my own, first. I find it not easy to avoid the obvious and the trick type of thing.

Sincerely,

Feb. 26, 1949

Dear Mr. Davis,

Sorry not to have written sooner than this in regard to the showing of your films. I'm enclosing the announcement and program notes, etc. As you will notice, we decided to not include Shadows and Light Reflections because of its similarity to other things on the program, and the fact that it was already once shown, or much of the same material, in your original film Plastics. However, I did show it at City College here in conjunction with a talk I gave in the Art dept. on the abstract film, so naturally will pay the rental on it, which we'd do even if we hadn't shown it.

Both prints have been sent off to you, and you will no doubt have received them by now. The rentals will be sent to A.F. Films next week.

The general reaction to Light Reflections was extremely enthusiastic. Sibyl Moholy-Nagy gave a talk on the same program, and lauded your film nicely. As I suppose she has told you, she is very enthusiastic about your work.

You ask me for criticism * I can hardly criticise an abstract film except on the basis of flow of interest while watching it. It is too personal a form of expression. The only real yardstick, it seems to me, is its inventiveness, which is the same thing as its capacity to interest the spectator from beginning to end. This your film certainly did. The only other critical remark that I heard was from a friend of mine, a painter, who said that he wished some of your forms "had had match sticks in them" - meaning, I suppose, that he felt the forms themselves were a little too nebulous, a little too "smoky" without the contrast of a rigid edge here and there. But it was a minor criticism from a person who otherwise liked the film very much.

We'd be pleased to see your new film when it is completed. It sounds very fine. Let us know when it is ready. Future Art in Cinema showings are not definite as yet, but there will probably be one in April.

Sincerely yours,

Feb. 27, 1949

Dear Curtis,

You will have received your film by now. It was sent off last Monday. I've been away all week, and have just read your two letters, and will answer them immediately. The stills, program notes, etc. were included in the film box.

I want to tell you how much I liked your film on seeing it again, and I want to take back any critical remarks that I might have written you when you first sent it up a long time ago. At that time I was under the influence of ~~the~~ material in our first Art in Cinema series - whatever that means. Since then I've had an opportunity to see a great many contemporary 16mm. efforts, and so-----I take back what I said. I must admit ~~my wasthoismerasvaaidyeanyakid~~, anyhow.

It went over extremely well, and received an enthusiastic hand. The audience was capacity, and they followed it with keen interest. I thought the sound track added immensely.

About the Cocteau statement: I took it from an article, a communique from Paris that was printed in the New York Times Sunday Magazine Section dated October 24, 1948. You can easily find it in the public library. The title of the article is "Focus on Miracles". It is really a wonderfully simple little piece that says so very much about our exact attitude towards Film.

We'll send the rental in a week. There's a certain amount of cumbersome red tape in an institution like this, as you know.

Sincerely

Feb. 27, 1949

Mr. Louis Miljarak
California College of Arts and Crafts
Broadway at College Ave.
Oakland 11, Calif.

Dear Mr. Miljarak,

Thank you for your letter of Feb. 21. I'm sorry that I did not include the name of the music played with your film, with the film itself when you picked it up last Thursday. I have been away all week and just read your letter yesterday. The music played was the Handel Concerto Grosso #21, Opus 6, a very fine new recording by Desire Defauw and the Chicago Symphony. The album also contains Handel's Water Music Suite. As I did not have time to really match the music, it was a gamble that worked out quite well in spots, not so good in others. But I think the first record of the Concerto Grosso and the third, or Gavotte record both worked out fine. The second record was a little too slow and melodious. Perhaps parts of the Water Music Suite would even be better. At any rate, I think this type of solid abstract music is better with your film than anything else available.

We all liked your film very much, and you saw for yourself how the audience liked it. The Form in Motion class is a worthy instigation, and we hope you will let us know of your future work. I have some other short films here that may be of interest to your class if the majority of them have not generally been to our Art in Cinema showings. If you are at all interested in showing them, I would be happy to send them over. I might add that none of them would be those shown on Feb. 18. As a rule we do not keep films here, but I do have a few, easily accessible.

Again I wish to thank you for your film.

Sincerely yours,

Frank Stauffacher

Feb 8, 1949

Dr. Alfred Neumeyer
Art Department
Mills College
Oakland, Calif.

Dear Dr. Neumeyer,

Please pardon this delay in sending you this confirming letter regarding the showing of experimental films at Mills College on Feb. 22 - and a new total for the rental fee. I have spoken with the various filmmakers, and have been able to lower the figure to \$35.00, and in addition, may be able to supply you with one or two other films that I did not mention in my first letter. But these latter titles are uncertain yet - I'll send them to you in plenty of time, however. At any rate, there will be at least the four films named originally.

It has occurred to me that the date of Feb 22 is Washington's Birthday, and I am wondering if this will effect your scheduled showing.

I am enclosing some program notes relative to the four films already scheduled, and will be happy to send you any other information about them that you may ask.

Sincerely yours,

Frank Stauffacher
Art in Cinema

Dr. Alfred Neumeyer...2

However, if this figure seems to high, perhaps a special arrangement can be made for the films as a group. The rental prices quoted are those asked for by the owners when their films are shown individually. This grouping is the first attempt to circulate a more or less complete program in answer to so many requests that come in for just this sort of thing.

Sincerely yours,

Frank Stauffacher
Art in Cinema

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occurred
occurred*

Dr. Alfred Neumeyer
Art Department
Mills College
Oakland, Calif.

Dear Dr. Neumeyer,

At the request of Mr. Howard Brubeck of your music department, I am sending this letter to confirm the Art in Cinema Society's arranging a program of experimental films for your showing on February 25. The following films have been selected for their variety of approach to the art of the film:

MOTHER'S DAY by James Broughton, with original musical score by Howard Brubeck, is a playful family history which attempts to suggest something of the pictorial atmosphere of everyone's growing up. Its story is told in poetic metaphors.

INTROSPECTION by Sara Kathryn Arledge, is a 10 minute dance film in color, one of the most unusual and lyrical uses of the film medium itself as a creative factor in the almost abstract choreography.

META by the sculptor Robert Howard, is a non-objective color film of rich fluidity, and represents just about as complete an example of this type of film as can be found - although it is very short.

ZIGZAG by Frank Stauffacher, is a short that attempts to compose the colors of neon lights at night, fragments of electric advertising signs, into a ~~pastel~~ counterpoint to the sound track.

These films together run somewhat under an hour. The rental prices that the owners ask are as follows: MOTHER'S DAY, \$20.00. INTROSPECTION, \$10.00. META, \$5.00, and ZIGZAG, \$8.50, bringing the total to \$43.50. The Art in Cinema Society, of course, adds no additional charge to this, since the purpose of this organization is to promote the showing of individually done experimental films, and to help repay the comparatively enormous expenses of working in this art form.

2622 Lakeview Avenue
Chicago 14, Illinois
March 18, 1949

Mr. Frank Stauffacher
Art in Cinema Series
San Francisco Museum of Art
Civic Center
San Francisco California

Dear Frank:

The evening of modern films which I had to cancel at the end of the last term has now been scheduled for May 11 at the University of Chicago and May 12 at Bradley University. I would like to show Broughton's "Mother's Day". He is coming through Chicago tomorrow and I shall arrange with him for the film so that you'll not have to do anything about this. In addition I want to show your "Zig-zag", and two of the Whitney Brothers films. I don't know the Whitneys nor have I - shamefully enough - ever seen their work, but from what I have heard and read it seems to me that two of their completely abstract pieces would supplement my program, which is based on some kind of subdivision in "Surrealism" (Broughton), ~~XXXXXX~~ "Expressionistic tone composition" (Zig-zag) and "Abstraction" which would be the Whitneys. Would it be possible for you to get me two of those films and send them together with your own film and Mother's Day? It would be a great help to me. I shall, of course, pay whatever the rentals and the shipping expenses. The reels should leave San Francisco by Railway Express latest April 28th.

I would very much want to show to my Bradley students the film "Color" which Martin made. This is due March 31st, and the film would have to leave San Francisco by mail around March 29th. It is very essential to me to have the film in time because the students will work on identical experiments. Martin wrote me that you have the film now, and I shall return it to you ~~if~~ you still want it after the showing here.

The time seems to stretch unpleasantly until we can move to the west coast. The three of us are very impatient and wish it were already June.

With my very best regards to you, your wife and your brother and sister-in-law, yours

Lygl m - n.

March 23, 1949

Aline Mackenzie
Tulare Cinema Guild
Newcomb College
New Orleans 18, La.

Dear Miss MacKenzie,

Thank you for your inquire regarding avant-garde films. You should be able to get GLEN FALLS SEQUENCE from Douglass Crockwell, Glen Falls, New York. I believe THE POTTED PSALM is distributed by Cinema 16, Inc. 59 Park Ave., New York 16, N.Y.

Our publication "Art in Cinema" contains a large number of other sources of experimental and avant-garde films, together with articles, profuse program notes, copiously illustrated. The price is \$2.25. If you are interested you could write to the Book Dept. of this Museum, requesting a copy.

We do not have a circulating library of 16mm. films at this Museum, but we do have an arranged program of experimental films, a number of them abstract, that we do send out on rental as a complete program. These films have been made by artists of this region, and constitute an excellent indication of the variety of approach to the film as art. I could send you more detailed information if you wish,

Sincerely yours,

Frank Stauffacher
Cinema

2. Be sure to use sound **FRANCO-AMERICAN AUDIO-VISUAL DISTRIBUTION CENTER**
934 Fifth Ave., New York 21, N.Y.

3. Report film damage immediately.
4. Repair - if you can. NO SCOTCH TAPE. Return to me the quickest way if you can not repair.
5. Place film in right can and fibre shipping case.

Films

Dear Mr. Staffaucher,

The film **Le Vampire 932-1**
for your showing on **May 19**
by Parcel Post - Insured for \$20.00.

is on its way to you

1. Examine your film in advance.
2. Be sure to use sound and silent films on the proper projector.
3. Report film damage immediately.
4. Repair - if you can. NO SCOTCH TAPE. Return to me the quickest way if you can not repair.
5. Place film in right can and fibre shipping case.
6. Send within 48 hours to

Franco-American Audio-Visual Distribution Center
Att.: Miss Cornfield
934-5th Ave., New York 21, N.Y.

1. Examine your film in advance.
2. Be sure to use sound and silent films on the proper projector.
3. Report film damage immediately.

Ruth Cornfield
Head of Distribution

1. Examine your film in advance.
2. Be sure to use sound and silent films on the proper projector.
3. Report film damage immediately.

May 22, 1950

T.W.Morton, Administrative Assistance
The Museum of Modern Art
11 West 53rd Street
New York 19, N.Y.

Dear Mr. Morton,

Our bookkeeper has given me your letter and enclosure of May 5 regarding our overdue account, since I handle the film rentals here, and the greater part of that bill is concerned with film rentals.

I would appreciate your sending me a duplicate bill for numbers 8280 and 8394 as they have apparently both been mislaid or lost. The only bill I have now is your number 8509 for 68.50, the balance of film rental covered by contract 34. Actually it would facilitate complete payment if you could send me one bill at this time with the total film rentals covered by both contracts 34 and 35, with the credit of \$18.00 shown under 8210, which is, I assume, for the films on contract 34 that were substituted by contract 35. If I can submit to the bookkeeper one bill with the total film rentals owed you we can pay it up at once.

I apologize for this confusion on our part, but those bills must have gotten lost in moving our offices.

Sincerely yours,

Frank Stauffacher

Ship: ~~25 Jun~~ ^{20 May}
Title: Poulette Grise

DUE
BACK: ~~27 Jun~~ ^{31 May}

CAT.
NO.: 114-387

DAYS OF
USE: 1

TOTAL
CHARGES: \$1.75

No. 5924

SHIP TO:

Frank Stauffer
San Francisco Museum of Art
Civic Center
San Francisco, 2, Calif

IMC 27

FROM
INSTRUCTIONAL MATERIALS CENTER
UNIVERSITY OF WASHINGTON
SEATTLE 5, WASHINGTON

Ship: Air Mail Special

BE SURE TO RETURN MATERIALS ON TIME!

Ship: ~~15 Jun~~ *20 May*
Title: *Fiddle-de-dee*

DUE
BACK:

31 May
~~27 Jun~~

CAT.
NO.:

M4-425

DAYS OF
USE

1

TOTAL
CHARGES:

\$1.25

No.

5926

SHIP TO:

PACKING INVOICE

IMC 27

Frank Stauffacher
San Francisco Museum of Art
Civic Center
San Francisco 2, Calif.

FROM
INSTRUCTIONAL MATERIALS CENTER
UNIVERSITY OF WASHINGTON
SEATTLE 5, WASHINGTON

Ship: Air Mail Special

BE SURE TO RETURN MATERIALS ON TIME!

Ship: 15 May
Title: Ragamuffin

DUE BACK: 25 May

CAT. NO.: M4-204

DAYS OF USE: 1

TOTAL CHARGES: \$1.75

No. 5889

PACKING INVOICE

IMC 27

SHIP TO:

Mr. Frank Stauffacher
San Francisco Museum of Art.
Civic Center
San Francisco 2, Calif.

PP Special Delivery

FROM
INSTRUCTIONAL MATERIALS CENTER
UNIVERSITY OF WASHINGTON
SEATTLE 5, WASHINGTON

BE SURE TO RETURN MATERIALS ON TIME!

Ship:

16 May
~~15 Jun~~

DUE
BACK:

31 May
~~27 Jun~~

CAT.
NO.:

M4-232

Title:

Hen Hop

DAYS OF
USE :

1

TOTAL
CHARGES:

\$1.75

No.

5923

PACKING INVOICE

IMC 27

SHIP TO:

Frank Stauffer
San Francisco Museum of Art
Civic Center
San Francisco, 2, Calif.

FROM
INSTRUCTIONAL MATERIALS CENTER
UNIVERSITY OF WASHINGTON
SEATTLE 5, WASHINGTON

PLEASE AWAIT END-OF-MONTH BILLING
BEFORE MAKING PAYMENT

BE SURE TO RETURN MATERIALS ON TIME!

Ship:

Title:

16 May
~~25 Jan~~

DUE
BACK:

31 May
~~27 Jan~~

CAT.
NO.:

M4-228

DAYS OF
USE

1

TOTAL
CHARGES:

\$1.25

No.

5925

SHIP TO:

PACKING INVOICE

IMC 27

Frank Stauffacher
San Francisco Museum of Art
Civic Center
San Francisco 2, Calif.

PP

BE SURE TO RETURN MATERIALS ON TIME!

FROM
INSTRUCTIONAL MATERIALS CENTER
UNIVERSITY OF WASHINGTON
SEATTLE 5, WASHINGTON

Ship: From Los Angeles
Title: DRIFTERS

DAYS OF
USE : 1

DUE 26 May

DUE
BACK: 26 May

CAT.
NO.: M16-22

CAT.
NO.: M16-22

TOTAL
CHARGES: \$4.25

No. 6924

SHIP TO:

Mr. Frank Stella
San Francisco Museum of Art
Civic Center
San Francisco, California

(WILL BE SENT FROM LOS ANGELES)
PLEASE RETURN AS SOON AS POSSIBLE

BE SURE TO RETURN MATERIALS ON TIME!

FROM
NATIONAL MATERIALS CENTER
CITY OF WASHINGTON
FLEET WASHINGTON

Ship: From Los
Title: Angeles
DRIFTERS

DUE
BACK: 26 May

CAT.
NO.: M16-22

DAYS OF
USE : 1

TOTAL
CHARGES: \$4.25

No. 6924

PACKING INVOICE

IMC 27

SHIP TO:

Mr. Frank S. ...
San Francisco Museum of Art
Civic Center
San Francisco, California

(WILL BE SENT FROM LOS ANGELES
PLEASE RETURN AS SOON AS POSSIBLE)

BE SURE TO RETURN MATERIALS ON TIME!

FROM
INSTRUCTIONAL MATERIALS CENTER
UNIVERSITY OF WASHINGTON
SEATTLE 5, WASHINGTON

Ship: 8 May

DUE
BACK: 18 May

CAT.
NO.: M4-536

Title: Begone Dull Care

DAYS OF
USE

TOTAL
CHARGES: \$3.25

No. 5928

PACKING INVOICE

IMC 27

SHIP TO:

Frank Stauffer
San Francisco Museum of Art
Civic Center
San Francisco, Calif.

FROM
INSTRUCTIONAL MATERIALS CENTER
UNIVERSITY OF WASHINGTON
SEATTLE 5, WASHINGTON

BE SURE TO RETURN MATERIALS ON TIME!

Ship: 8 May
Title: Begone Dull Care

DUE BACK: 18 May

CAT. NO.: M4-536

DAYS OF USE: 1

TOTAL CHARGES: \$3.25

No. 5928

CONFIRMATION OF BOOKING

IMC 27

SHIP TO:

Frank Stauffacher
San Francisco Museum of Art
Civic Center
San Francisco 2, Calif.

FROM
INSTRUCTIONAL MATERIALS CENTER
UNIVERSITY OF WASHINGTON
SEATTLE 5, WASHINGTON

**
Above materials will be shipped on date indicated.
BE SURE TO RETURN MATERIALS ON TIME!

Ship: 29 Apr
Title: The Raiders Parts 1 & 2

DUE BACK: 11 May

CAT. NO.: M16-20
M16-21

DAYS OF USE: 1

TOTAL CHARGES: \$10.00

No. 5929

CONFIRMATION OF BOOKING

IMC 27

SHIP TO:

Frank Stauffacher
San Francisco Museum of Art
Civic Center
San Francisco 2, Calif.

FROM
INSTRUCTIONAL MATERIALS CENTER
UNIVERSITY OF WASHINGTON
SEATTLE 5, WASHINGTON

FRANK: This will stand unless I hear
to the contrary

Above materials will be shipped on date indicated.
BE SURE TO RETURN MATERIALS ON TIME!

Ship: 15 Jun DUE BACK: 27 Jun
Title: Little Phantasy

CAT. NO.: M4-228

DAYS OF USE: 1

TOTAL CHARGES: \$1.25

No. 5925

SHIP TO: CONFIRMATION OF BOOKING
Frank Stauffacher
San Francisco Museum of Art
Civic Center
San Francisco 2, Calif.

IMC 27

FROM
INSTRUCTIONAL MATERIALS CENTER
UNIVERSITY OF WASHINGTON
SEATTLE 5, WASHINGTON

PP
Above materials will be shipped on date indicated.
BE SURE TO RETURN MATERIALS ON TIME!

\$ A TU SC-22982

Ship: 15 Jun DUE BACK: 27 Jun
Title: Fiddle-de-dee

CAT. NO.: M4-425

DAYS OF USE: 1

TOTAL CHARGES: \$1.25

No. 5926

SHIP TO: CONFIRMATION OF BOOKING
Frank Stauffacher
San Francisco Museum of Art
Civic Center
San Francisco 2, Calif.

IMC 27

FROM
INSTRUCTIONAL MATERIALS CENTER
UNIVERSITY OF WASHINGTON
SEATTLE 5, WASHINGTON

PP
Above materials will be shipped on date indicated.
BE SURE TO RETURN MATERIALS ON TIME!

\$ A TU SC-22982

Ship: 15 Jun
Title: Hen Hop

DUE BACK: 27 Jun

CAT. NO.: M4-232

DAYS OF USE: 1

TOTAL CHARGES: \$1.75

No. 5923

SHIP TO:

Frank Stauffacher
San Francisco Museum of Art
Civic Center
San Francisco, 2, Calif.

PP

Above materials will be shipped on date indicated.
BE SURE TO RETURN MATERIALS ON TIME!

IMC 27

FROM
INSTRUCTIONAL MATERIALS CENTER
UNIVERSITY OF WASHINGTON
SEATTLE 5, WASHINGTON

§ A TU SC-22982

Ship: 15 Jun
Title: Poulette Grise

DUE BACK: 27 Jun

CAT. NO.: M4-387

DAYS OF USE: 1

TOTAL CHARGES: \$1.75

No. 5924

SHIP TO:

Frank Stauffacher
San Francisco Museum of Art
Civic Center
San Francisco, 2, Calif.

PP

Above materials will be shipped on date indicated.
BE SURE TO RETURN MATERIALS ON TIME!

IMC 27

FROM
INSTRUCTIONAL MATERIALS CENTER
UNIVERSITY OF WASHINGTON
SEATTLE 5, WASHINGTON

§ A TU SC-22982

Ship: From Los
Title: Angeles
DRIFTERS

DUE
BACK: 26 May

CAT.
NO.: M16-22

DAYS OF
USE: 1

TOTAL
CHARGES: \$4.25

No. 6924

CONFIRMATION OF BOOKING

IMC 27

SHIP TO:

Mr. Frank Stauffacher
San Francisco Museum of Art
Civic Center
San Francisco, California

(WILL BE SENT FROM LOS ANGELES
PLEASE RETURN AS SOON AS POSSIBLE)

Above materials will be shipped on date indicated.

BE SURE TO RETURN MATERIALS ON TIME!

FROM
INSTRUCTIONAL MATERIALS CENTER
UNIVERSITY OF WASHINGTON
SEATTLE 5, WASHINGTON

UNIVERSITY OF WASHINGTON
SEATTLE 5, WASHINGTON

We acknowledge with thanks your attached order for instructional materials from this Center. Enclosed you will find a "Confirmation of Booking" slip for each item we are able to reserve for you at this time. Reasons for non-bookings, if any, are explained by symbols on your original order sheet.

IMC-32

MAR 17 1950

Order Date March 17, 1950

SHIP TO:

Mr. Frank Stauffacher

(Name)

Art in Cinema

(Organization)

San Francisco Museum of Art

(Street and Number)

Civic Center, San Francisco 2, Calif.

(Town and State)

SHIP VIA:

- ☐ Parcel Post (Prepaid)
☐ Parcel Post (COD)
☐ Express (Prepaid)
☐ Express (Collect)
☐ Will Call
☐ Other _____

Special Delivery

Catalogue Numbers	TITLES	Total Rental Fees	Choices of Dates			DO NOT FILL IN ACTION TAKEN*
			1	2	3	
4-204	RAGAMUFFIN.....	1.75		May 19 (show date)	15-25	BOOK
Please ship in plenty of time as this will be a large showing.						

ship: 15 May
 title: Ragamuffin

DUE BACK: 25 May
 CAT. NO.: 4-204

DAYS OF USE: 1
 TOTAL CHARGES: \$1.75

No. 5889

CONFIRMATION OF BOOKING

SHIP TO:

NOTE: Dates in last column above indicate *use dates* for requested dates; DP—print damaged and temporarily out of print; WSC—item also available from Washington State Department of Education. If "NA" items are desired for other dates, contact the nearest Regional Office.

Ship: 15 May
Title: Ragamuffin

DUE BACK: 25 May

CAT. NO.: 44-204

DAYS OF USE: 1

TOTAL CHARGES: \$1.75

No. 5889

CONFIRMATION OF BOOKING

SHIP TO:

Mr. Frank Stauffacher
San Francisco Museum of Art.
Civic Center
San Francisco 2, Calif.

PP Special Delivery

Above materials will be shipped on date indicated.

BE SURE TO RETURN MATERIALS ON TIME!

INSTRUCTIONAL MATERIALS CENTER
UNIVERSITY OF WASHINGTON
SEATTLE 5, WASHINGTON

DAID SC-2298

ORDER FORM

MAR 17 1950

Order Date March 17, 1950

To:

INSTRUCTIONAL MATERIALS CENTER
UNIVERSITY OF WASHINGTON
SEATTLE 5, WASHINGTON

SHIP TO:

Mr. Frank Stauffacher

(Name)

Art in Cinema

(Organization)

San Francisco Museum of Art

(Street and Number)

Civic Center, San Francisco 2, Calif.

(Town and State)

Please ship the following instructional materials to us for
use on the *inclusive* dates given below.

CHARGE TO:

Same

(Name)

(Street and Number)

(Town and State)

SHIP VIA:

☐ Parcel Post (Prepaid)☐ Parcel Post (COD)☐ Express (Prepaid)☐ Express (Collect)☐ Will Call☐ Other*Special Delivery*

Catalogue Numbers	TITLES	Total Rental Fees	Choices of Dates			DO NOT FILL IN ACTION TAKEN*
			1	2	3	
<i>m4-204</i>	RAGAMUFFIN.....	<i>175</i>				
	Please ship in plenty of time as this will be a large showing.					

*May 19 (show date) 15-25 May***BOOKED**

NOTE: Dates in last column above indicate *use dates* for which materials have been booked for you. SYMBOLS: NA—not available on requested dates; DP—print damaged and temporarily out of circulation; WD—item withdrawn from circulation due to obsolescence or other cause; WSC—item also available from Washington State College; CWC—item also available from Central Washington College of Education. If "NA" items are desired for other dates, please submit new request.

(Over)

[illegible]

ORDER FORM

To:

INSTRUCTIONAL MATERIALS CENTER
UNIVERSITY OF WASHINGTON
SEATTLE 5, WASHINGTON

Order Date _____

SHIP TO:

(Name)

(Organization)

(Street and Number)

(Town and State)

Please ship the following instructional materials to us for use on the *inclusive* dates given below.

CHARGE TO:

(Name)

(Street and Number)

(Town and State)

SHIP VIA:

- ☐ Parcel Post (Prepaid)
☐ Parcel Post (COD)
☐ Express (Prepaid)
☐ Express (Collect)
☐ Will Call
☐ Other

Catalogue Numbers	T I T L E S	Total Rental Fees	Choices of Dates			DO NOT FILL IN ACTION TAKEN*
			1	2	3	

NOTE: Dates in last column above indicate *use dates* for which materials have been booked for you. SYMBOLS: NA—not available on requested dates; DP—print damaged and temporarily out of circulation; WD—item withdrawn from circulation due to obsolescence or other cause; WSC—item also available from Washington State College; CWC—item also available from Central Washington College of Education. If "NA" items are desired for other dates, please submit new request.

(Over)

Brandon Films Inc.

1700 BROADWAY • NEW YORK 19, N. Y.

CIRCLE 6-4868.



March 7, 1950

AIRMAIL - SPECIAL DELIVERY

Frank Stauffacher
San Francisco Museum of Art
War Memorial Civic Center
San Francisco 2, Calif.

Dear Mr. Stauffacher:

Thanks for your letter of Feb. 27th.
We guess by now that you have received our
confirmations on Unit Program #33 which we
booked for May 5th and FARRIEBIQUE booked for
June 20th.

We are sorry to inform you that THE
QUIET ONE is not available in 16mm yet. How-
ever, we do expect this to be available some
time next fall.

We look forward to being of service
to you soon.

Sincerely yours,

BRANDON FILMS, INC.

A handwritten signature in cursive script that reads "Dorothy Townsend".

Dorothy Townsend
Film Booker

DT:ES

SAN FRANCISCO MUSEUM OF ART
CIVIC CENTER SAN FRANCISCO 2, CALIFORNIA

WILLIAM W. CROCKER, Chairman of the Board
BRAYTON WILBUR, President
GRACE L. McCANN MORLEY, Director

June 12, 1950

Rosalind Kossoff
A.F. Films, Inc.
1600 Broadway
New York 19, N.Y.

Dear Rosalind,

Thank you for your letter of the 8th, and the extremely
cognizant

Delivery Sheet #
762290

~~76~~ 9.80
2.9
1

Now YOU CAN SEND THEM AGAIN!
different exciting
BIRTHDAY
SINGING TELEGRAMS

ASK AT ANY OFFICE OR TELEPHONE
WESTERN UNION FOR FULL INFORMATION

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1201

SYMBOLS

DL = Day Letter

NL = Night Letter

LC = Deferred Cable

NLT = Cable Night Letter

Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

ON771

1950 MAY 22 PM 4 32

O NB452 NL PD NEWYORK NY 22

FRANK STAUFFACHER, SAN FRANCISCO MUSEUM OF ART

WAR MEMORIAL CIVIC CENTER SFRAN

FAIR EXPRESSING FARREBIQUE TODAY FOR TOMORROWS SHOW LETTER
FOLLOWS

BRANDON FILMS

Brandon Films Inc.

1700 BROADWAY • NEW YORK 19, N. Y.

CIRCLE 6-4868.



March 23, 1950

Mr. Frank Stauffacher
San Francisco Museum of Art
War Memorial - Civic Center
San Francisco 2, California

Dear Mr. Stauffacher:

As per our telegram yesterday, this is to advise you that we have changed your booking on FARRIBIQUE from June 20 to May 23.

Immediately after your May 23 showing, we would appreciate your shipping this print via air express prepaid to the following address:

Mrs. Marjorie Fisk, Sec'y General Meetings
Bennington College
Bennington, Vermont

Bennington College is scheduled to show FARRIBIQUE on May 27. At the time of shipment we will supply you with our forwarding label to Bennington.

Upon receipt of this letter we would appreciate your confirmation on the above shipping instructions.

Many thanks for your cooperation in this matter.

Sincerely yours,

BRANDON FILMS, INC.

Dorothy Townsend
Dorothy Townsend
Film Rental Department

DT:hb

ILLINOIS INSTITUTE OF TECHNOLOGY
TECHNOLOGY CENTER
CHICAGO 16

Institute of Design

632 North Dearborn Street
Chicago 10, Illinois

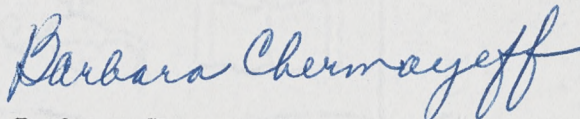
March 22, 1950

Mr. Frank Stauffacher
San Francisco Museum of Art
Civic Center
San Francisco 2, California

Dear Mr. Stauffacher:

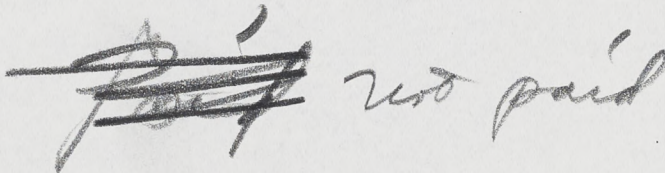
Thank you for your letter of March 19th. We shall ship the
"Do Not Disturb" film to you in plenty of time for you to
have it by May 12th for showing.

Sincerely yours,



Barbara Chermayeff
Counselor

et



No.

8394

The Museum of Modern Art

11 West 53 Street, New York 19, N. Y.

Cable Address: Modernart

To

San Francisco Museum of Art
San Francisco 2, California

Date April 27, 1950

Terms

Via

Order No. Att: Mr. Frank Stauffacher

Film Rental covered by License # 35

\$25.00

BAMBINI IN CITTA
BARBONI
SURF AND SEAWEEED
SLIPPERY JIM
THE PUMPKIN RACE

May 2, 1950

" "

" "

" "

" "

Bekeley

THE MUSEUM OF MODERN ART FILM LIBRARY

No. 3

(make checks payable to The Museum of Modern Art, 11 West 53 St., New York 19, N. Y.)

A schedule of prints to be supplied by the Museum of Modern Art Film Library

to SAN FRANCISCO MUSEUM OF ART
for exhibition by it only at SAN FRANCISCO, CALIFORNIA
and only on the dates hereinafter specified, pursuant to the terms and conditions on the back hereof:

Series and Program	TITLE OF PRINTS	No. of Reels	Width	Silent or Sound	Date	Rental Fee
III-2	HAMLET THE LAST LAUGH	3 8	16mm "	sil "	October 7, 1949	\$20.00

\$20.00

IMPORTANT—Fill in shipping instructions.

TOTAL

SHIP FILM TO:

SHIP MUSIC TO:

SHIP PROGRAM NOTES TO:

NUMBER OF PROGRAM NOTES REQUIRED
None prepared

LICENSE, dated this 29 day of August, 1949, between the MUSEUM OF MODERN ART and/or the MUSEUM OF MODERN ART FILM LIBRARY CORPORATION, a New York Corporation (hereinafter sometimes referred to as Sub-Licensor), party of the first part, and

SAN FRANCISCO MUSEUM OF ART

(hereinafter sometimes referred to as Sub-Licensee), party of the second part:

WHEREAS the Sub-Licensor has assembled and is now assembling, pursuant to non-exclusive, revocable licenses to it under copyright and/or otherwise a library of prints and/or films of motion pictures of outstanding artistic and historical interest, dating from the early days of the motion picture art and is willing to make available to the Sub-Licensee, for educational purposes only and on the terms and conditions hereinafter set forth and/or referred to prints of either some or all of such motion pictures: and

WHEREAS the Sub-Licensee is desirous of obtaining the non-exclusive, revocable right to exhibit, for educational purposes and subject to said terms and conditions, prints of such of said motion pictures as are designated on the reverse side.

NOW, THEREFORE, it is hereby understood and agreed as follows:

FIRST: The Sub-Licensor hereby grants to the Sub-Licensee, and the Sub-Licensee hereby accepts, several and non-exclusive revocable licenses to exhibit at the place and on the dates specified on the reverse side, prints of said motion pictures designated on this license. All prints of all the motion pictures to be exhibited hereunder by the Sub-Licensee on any one date, are hereinafter and/or on this license sometimes collectively referred to as a program or programs.

SECOND: The Sub-Licensee hereby agrees to pay to the Sub-Licensor, and the Sub-Licensor hereby agrees to accept, as a license fee for all of the programs hereunder sub-licensed and furnished to the Sub-Licensee, the sum, as specified on the reverse side,

of TWENTY DOLLARS (\$20.00), lawful money of the United States of America, Fifty Per Cent (50%) of which shall be paid to the Sub-Licensor at its offices in New York City, New York before the shipment by it of the first program to be shipped hereunder and the remaining Fifty Per Cent (50%) of which shall be paid before the shipment by it of the program hereunder, it being understood and agreed that all shipments to the Sub-Licensee hereunder shall be sent "Collect".

THIRD: The Sub-Licensee hereby agrees to return to the Sub-Licensor (through the same media of shipment employed by the Sub-Licensor in shipping them and in the same order and condition as delivered to the Sub-Licensee, reasonable wear due to proper use excepted, shipping charges prepaid) all programs and the containers in which they were shipped within fifteen hours after the last exhibition of the respective programs hereunder by the Sub-Licensee. The Sub-Licensee hereby further covenants and agrees forthwith to pay the Sub-Licensor for all loss of, and/or damage if any, done to, each of said prints, after the receipt thereof by the Sub-Licensee, the sum per linear foot necessary to actually replace any such lost or damaged footage of prints, with a minimum damage charge of five dollars (\$5.00).

FOURTH: The Sub-Licensee hereby expressly covenants and agrees, as a special inducement to the Sub-Licensor to execute and deliver this License and to deliver the programs to be hereunder provided, that the exhibitions of said programs by and/or through the Sub-Licensee will be for educational purposes only and not in any event for commercial purposes and/or profit; and that admission fees, as such (as distinguished from fees charged for bona-fide memberships and/or enrollments in college, museum and/or similar educational courses, whose members thereby become qualified to attend such exhibitions) shall never be charged or permitted to be paid at the door or otherwise, in advance or afterwards, for the right to attend either (a) single exhibitions or (b) a series of such exhibitions. In the event that the Sub-Licensee shall breach the foregoing covenant and agreement the Sub-Licensor shall have the right, at any time thereafter, to terminate this License and all rights hereunder forthwith shall revert to the Sub-Licensor upon written notice to the Sub-Licensee of such termination. One or more failures on the part of the Sub-Licensor to exercise said right of termination shall not be deemed to be a continuing waiver of said right of termination by the Sub-Licensor. It is further hereby expressly covenanted and agreed and declared to be of the essence of this License that this License shall always be subject and subordinate to all of the terms, conditions and/or other provisions of the respective agreements between the Sub-Licensor and its respective Licensors from which said programs may be acquired by the Sub-Licensor, copies of which agreements are and will be kept on file in the office of the Secretary of the Sub-Licensor at 11 West 53rd Street, New York City, New York, or any subsequent business address of said Secretary, and shall be available there for personal inspection at all reasonable times by a duly authorized representative of the Sub-Licensee, upon request in writing.

FIFTH: The Sub-Licensee further covenants and agrees that the aggregate of all income directly or indirectly accruing to the Sub-Licensee (whether through class enrollment or membership fees, subscriptions paid to the Sub-Licensee and/or otherwise) from and/or in connection with said exhibitions, in excess of the cost and expenses (including said license fee hereinbefore specified to be paid to the Sub-Licensor) incurred by the Sub-Licensee in connection with said exhibitions shall be divided into two (2) equal parts, one of which shall be paid over by the Sub-Licensee to the Sub-Licensor, within thirty (30) days after the last exhibition of the last program to be exhibited by the Sub-Licensee hereunder, which part shall belong to the Sub-Licensor, its successors and assigns, absolutely and forever, for use as the Sub-Licensor may see fit in or in connection with developing, preserving, furthering and/or extending the activities of the Sub-Licensor and/or its said film library. The Sub-Licensee hereby further covenants and agrees that said other part of said excess income shall be retained by the Sub-Licensee and used by it only for the purposes of acquiring motion picture equipment and/or furthering library, museum, research and/or student theatre work, and/or for such other purposes as may be consented to in writing, in advance, by the Sub-Licensor.

SIXTH: It is specifically covenanted and agreed and made of the essence hereof that this License shall be terminable at any time, with or without cause, by the Sub-Licensor and that the Sub-Licensor, at all times, with or without cause, shall have the right to withdraw any one and/or more of the prints herein provided for—largely, but not solely, because similar conditions are imposed upon the Sub-Licensee by the provisions of some or all of its respective agreements with its said Licensors, due in part to the following facts: The highly specialized nature of the motion picture industry is such that there arises the occasional necessity of exercising emergency protection over copyright material and/or other property interests involved. Therefore, although said industry is friendly toward and interested in, and is anxious and willing and has undertaken to cooperate with, activities of the type contemplated by this License, such activities, nevertheless, could not be carried on by the Sub-Licensor or generously fostered by said industry unless said rights of termination were so reserved. Because said Licensors of the Sub-Licensor have assured the Sub-Licensor of their intention and willingness to cooperate as fully as they consistently can with the intention of the Sub-Licensor to supply substitute prints, as hereinafter expressed in the remainder of this paragraph, the Sub-Licensor hereby expresses its intention (in the event that said right of termination, and/or of withdrawal of one or more of the prints hereunder shall be exercised by the Sub-Licensor due to any exigencies and/or emergencies which may so dictate to the Sub-Licensor) of (a) endeavoring so far as it consistently can to supply the Sub-Licensee with substitute prints of other available motion pictures to replace prints which may be withdrawn hereunder; or (b) of repaying to the Sub-Licensee a pro-rata share of the entire license fee to be paid to the Sub-Licensor hereunder.

SEVENTH: Notwithstanding anything in this License contained, it is hereby specifically covenanted and agreed and made of the essence hereof that a condition precedent to the right of exhibition of the prints hereunder shall be that, in each instance, the place of such exhibition and/or the proprietor thereof and/or the Sub-Licensee shall have in advance thereof a valid and subsisting written license and/or consent from whatever persons, firms and/or corporations licenses and/or consents may be required concerning the use of sound and/or sound equipment in and/or in connection with such exhibition, and from the authors, copyright proprietors, performing rights societies and/or others having jurisdiction over the performances of any musical compositions which may be performed therein and/or in connection therewith.

EIGHTH: The Sub-Licensee hereby covenants and agrees to keep a careful and detailed attendance record of each exhibition hereunder and to mail a copy thereof to the Sub-Licensor forthwith following each such exhibition.

NINTH: The Sub-Licensee hereby covenants and agrees with the Sub-Licensor that it will forthwith notify the Sub-Licensor of any claims asserted against the Sub-Licensee because of any alleged infringement and/or violation by the programs of any common-law rights, copyright, literary, dramatic, musical, patent, trade-mark and/or any other rights.

TENTH: This License constitutes the entire agreement between the parties hereto and shall not be modified except in writing and shall not be deemed or construed to be a partnership agreement or to constitute a joint venture between the parties hereto.

ELEVENTH: This License, however, shall be deemed to have been entered into in, and shall be construed in accordance with the laws of, the State of New York, United States of America.

IN WITNESS WHEREOF, the parties hereto have duly executed this License as of the day and year above written.

THE MUSEUM OF MODERN ART
and/or
MUSEUM OF MODERN ART FILM LIBRARY CORPORATION

By

SAN FRANCISCO MUSEUM OF ART

By

THE MUSEUM OF MODERN ART FILM LIBRARY

No. 31

(make checks payable to The Museum of Modern Art, 11 West 53 St., New York 19, N. Y.)

A schedule of prints to be supplied by the Museum of Modern Art Film Library

to.....SAN FRANCISCO MUSEUM OF ART.....

for exhibition by it only at.....SAN FRANCISCO, CALIFORNIA.....

and only on the dates hereinafter specified, pursuant to the terms and conditions on the back hereof:

Series and Program	TITLE OF PRINTS	No. of Reels	Width	Silent or Sound	Date	Rental Fee
	IL PARADISO TERRESTRE	1	16mm	sound	Sept. 23	\$3.00
	RACCONTO DA UN AFFRESCO	1	"	"	1949	\$3.00
	IL CANTO DELLA CREATORE	1	"	"		\$3.00
	GUERRERI	1	"	"		\$3.00
	MR. TRULL FINDS OUT	2	16mm	sound	Sept. 30	\$6.00
					1949	

IMPORTANT—Fill in shipping instructions.

TOTAL.....\$18.00

SHIP FILM TO:.....

SHIP MUSIC TO:.....

SHIP PROGRAM NOTES TO:.....

NUMBER OF PROGRAM NOTES REQUIRED

29

April

49

LICENSE, dated this day of 19...., between the MUSEUM OF MODERN ART and/or the MUSEUM OF MODERN ART FILM LIBRARY CORPORATION, a New York Corporation (hereinafter sometimes referred to as Sub-Licensor), party of the first part, and

San Francisco Museum of Art

(hereinafter sometimes referred to as Sub-Licensee), party of the second part:

WHEREAS the Sub-Licensor has assembled and is now assembling, pursuant to non-exclusive, revocable licenses to it under copyright and/or otherwise a library of prints and/or films of motion pictures of outstanding artistic and historical interest, dating from the early days of the motion picture art and is willing to make available to the Sub-Licensee, for educational purposes only and on the terms and conditions hereinafter set forth and/or referred to prints of either some or all of such motion pictures: and

WHEREAS the Sub-Licensee is desirous of obtaining the non-exclusive, revocable right to exhibit, for educational purposes and subject to said terms and conditions, prints of such of said motion pictures as are designated on the reverse side.

NOW, THEREFORE, it is hereby understood and agreed as follows:

FIRST: The Sub-Licensor hereby grants to the Sub-Licensee, and the Sub-Licensee hereby accepts, several and non-exclusive revocable licenses to exhibit at the place and on the dates specified on the reverse side, prints of said motion pictures designated on this license. All prints of all the motion pictures to be exhibited hereunder by the Sub-Licensee on any one date, are hereinafter and/or on this license sometimes collectively referred to as a program or programs.

SECOND: The Sub-Licensee hereby agrees to pay to the Sub-Licensor, and the Sub-Licensor hereby agrees to accept, as a license fee for all of the programs hereunder sub-licensed and furnished to the Sub-Licensee, the sum, as specified on the reverse side,

eighteen dollars

\$18.00

of (\$.....), lawful money of the United States of America, Fifty Per Cent (50%) of which shall be paid to the Sub-Licensor at its offices in New York City, New York before the shipment by it of the first program to be shipped hereunder and the remaining Fifty Per Cent (50%) of which shall be paid before the shipment by it of the program hereunder, it being understood and agreed that all shipments to the Sub-Licensee hereunder shall be sent "Collect".

THIRD: The Sub-Licensee hereby agrees to return to the Sub-Licensor (through the same media of shipment employed by the Sub-Licensor in shipping them and in the same order and condition as delivered to the Sub-Licensee, reasonable wear due to proper use excepted, shipping charges prepaid) all programs and the containers in which they were shipped within fifteen hours after the last exhibition of the respective programs hereunder by the Sub-Licensee. The Sub-Licensee hereby further covenants and agrees forthwith to pay the Sub-Licensor for all loss of, and/or damage if any, done to, each of said prints, after the receipt thereof by the Sub-Licensee, the sum per linear foot necessary to actually replace any such lost or damaged footage of prints, with a minimum damage charge of five dollars (\$5.00).

FOURTH: The Sub-Licensee hereby expressly covenants and agrees, as a special inducement to the Sub-Licensor to execute and deliver this License and to deliver the programs to be hereunder provided, that the exhibitions of said programs by and/or through the Sub-Licensee will be for educational purposes only and not in any event for commercial purposes and/or profit; and that admission fees, as such (as distinguished from fees charged for bona-fide memberships and/or enrollments in college, museum and/or similar educational courses, whose members thereby become qualified to attend such exhibitions) shall never be charged or permitted to be paid at the door or otherwise, in advance or afterwards, for the right to attend either (a) single exhibitions or (b) a series of such exhibitions. In the event that the Sub-Licensee shall breach the foregoing covenant and agreement the Sub-Licensor shall have the right, at any time thereafter, to terminate this License and all rights hereunder forthwith shall revert to the Sub-Licensor upon written notice to the Sub-Licensee of such termination. One or more failures on the part of the Sub-Licensor to exercise said right of termination shall not be deemed to be a continuing waiver of said right of termination by the Sub-Licensor. It is further hereby expressly covenanted and agreed and declared to be of the essence of this License that this License shall always be subject and subordinate to all of the terms, conditions and/or other provisions of the respective agreements between the Sub-Licensor and its respective Licensors from which said programs may be acquired by the Sub-Licensor, copies of which agreements are and will be kept on file in the office of the Secretary of the Sub-Licensor at 11 West 53rd Street, New York City, New York, or any subsequent business address of said Secretary, and shall be available there for personal inspection at all reasonable times by a duly authorized representative of the Sub-Licensee, upon request in writing.

FIFTH: The Sub-Licensee further covenants and agrees that the aggregate of all income directly or indirectly accruing to the Sub-Licensee (whether through class enrollment or membership fees, subscriptions paid to the Sub-Licensee and/or otherwise) from and/or in connection with said exhibitions, in excess of the cost and expenses (including said license fee hereinbefore specified to be paid to the Sub-Licensor) incurred by the Sub-Licensee in connection with said exhibitions shall be divided into two (2) equal parts, one of which shall be paid over by the Sub-Licensee to the Sub-Licensor, within thirty (30) days after the last exhibition of the last program to be exhibited by the Sub-Licensee hereunder, which part shall belong to the Sub-Licensor, its successors and assigns, absolutely and forever, for use as the Sub-Licensor may see fit in or in connection with developing, preserving, furthering and/or extending the activities of the Sub-Licensor and/or its said film library. The Sub-Licensee hereby further covenants and agrees that said other part of said excess income shall be retained by the Sub-Licensee and used by it only for the purposes of acquiring motion picture equipment and/or furthering library, museum, research and/or student theatre work, and/or for such other purposes as may be consented to in writing, in advance, by the Sub-Licensor.

SIXTH: It is specifically covenanted and agreed and made of the essence hereof that this License shall be terminable at any time, with or without cause, by the Sub-Licensor and that the Sub-Licensor, at all times, with or without cause, shall have the right to withdraw any one and/or more of the prints herein provided for—largely, but not solely, because similar conditions are imposed upon the Sub-Licensee by the provisions of some or all of its respective agreements with its said Licensors, due in part to the following facts: The highly specialized nature of the motion picture industry is such that there arises the occasional necessity of exercising emergency protection over copyright material and/or other property interests involved. Therefore, although said industry is friendly toward and interested in, and is anxious and willing and has undertaken to cooperate with, activities of the type contemplated by this License, such activities, nevertheless, could not be carried on by the Sub-Licensor or generously fostered by said industry unless said rights of termination were so reserved. Because said Licensors of the Sub-Licensor have assured the Sub-Licensor of their intention and willingness to cooperate as fully as they consistently can with the intention of the Sub-Licensor to supply substitute prints, as hereinafter expressed in the remainder of this paragraph, the Sub-Licensor hereby expresses its intention (in the event that said right of termination, and/or of withdrawal of one or more of the prints hereunder shall be exercised by the Sub-Licensor due to any exigencies and/or emergencies which may so dictate to the Sub-Licensor) of (a) endeavoring so far as it consistently can to supply the Sub-Licensee with substitute prints of other available motion pictures to replace prints which may be withdrawn hereunder; or (b) of repaying to the Sub-Licensee a pro-rata share of the entire license fee to be paid to the Sub-Licensor hereunder.

SEVENTH: Notwithstanding anything in this License contained, it is hereby specifically covenanted and agreed and made of the essence hereof that a condition precedent to the right of exhibition of the prints hereunder shall be that, in each instance, the place of such exhibition and/or the proprietor thereof and/or the Sub-Licensee shall have in advance thereof a valid and subsisting written license and/or consent from whatever persons, firms and/or corporations licenses and/or consents may be required concerning the use of sound and/or sound equipment in and/or in connection with such exhibition, and from the authors, copyright proprietors, performing rights societies and/or others having jurisdiction over the performances of any musical compositions which may be performed therein and/or in connection therewith.

EIGHTH: The Sub-Licensee hereby covenants and agrees to keep a careful and detailed attendance record of each exhibition hereunder and to mail a copy thereof to the Sub-Licensor forthwith following each such exhibition.

NINTH: The Sub-Licensee hereby covenants and agrees with the Sub-Licensor that it will forthwith notify the Sub-Licensor of any claims asserted against the Sub-Licensee because of any alleged infringement and/or violation by the programs of any common-law rights, copyright, literary, dramatic, musical, patent, trade-mark and/or any other rights.

TENTH: This License constitutes the entire agreement between the parties hereto and shall not be modified except in writing and shall not be deemed or construed to be a partnership agreement or to constitute a joint venture between the parties hereto.

ELEVENTH: This License, however, shall be deemed to have been entered into in, and shall be construed in accordance with the laws of, the State of New York, United States of America.

IN WITNESS WHEREOF, the parties hereto have duly executed this License as of the day and year above written.

THE MUSEUM OF MODERN ART
and/or
MUSEUM OF MODERN ART FILM LIBRARY CORPORATION

By.....

SAN FRANCISCO MUSEUM OF ART

By.....

THE MUSEUM OF MODERN ART FILM LIBRARY

No. 132

(make checks payable to The Museum of Modern Art, 11 West 53 St., New York 19, N. Y.)

A schedule of prints to be supplied by the Museum of Modern Art Film Library

to.....SAN FRANCISCO MUSEUM OF ART.....

for exhibition by it only at.....SAN FRANCISCO, CALIFORNIA.....

and only on the dates hereinafter specified, pursuant to the terms and conditions on the back hereof:

Series and Program	TITLE OF PRINTS	No. of Reels	Width	Silent or Sound	Date	Rental Fee
	SONG OF CEYLON	4	16mm	sd.	Sept. 23, 1949	\$ 8.00
IX-1	DUCK SOUP THE BARBER SHOP	7 2	" "	" "	Oct. 7, 1949	\$20.00
	<i>The Last Laugh</i>					

IMPORTANT—Fill in shipping instructions.

TOTAL.....\$28.00

SHIP FILM TO:.....

SHIP MUSIC TO:.....

SHIP PROGRAM NOTES TO:.....

NUMBER OF PROGRAM NOTES REQUIRED

None prepared

28

July

49

LICENSE, dated this day of 19....., between the MUSEUM OF MODERN ART and/or the MUSEUM OF MODERN ART FILM LIBRARY CORPORATION, a New York Corporation (hereinafter sometimes referred to as Sub-Licensor), party of the first part, and

SAN FRANCISCO MUSEUM OF ART

(hereinafter sometimes referred to as Sub-Licensee), party of the second part:

WHEREAS the Sub-Licensor has assembled and is now assembling, pursuant to non-exclusive, revocable licenses to it under copyright and/or otherwise a library of prints and/or films of motion pictures of outstanding artistic and historical interest, dating from the early days of the motion picture art and is willing to make available to the Sub-Licensee, for educational purposes only and on the terms and conditions hereinafter set forth and/or referred to prints of either some or all of such motion pictures: and

WHEREAS the Sub-Licensee is desirous of obtaining the non-exclusive, revocable right to exhibit, for educational purposes and subject to said terms and conditions, prints of such of said motion pictures as are designated on the reverse side.

NOW, THEREFORE, it is hereby understood and agreed as follows:

FIRST: The Sub-Licensor hereby grants to the Sub-Licensee, and the Sub-Licensee hereby accepts, several and non-exclusive revocable licenses to exhibit at the place and on the dates specified on the reverse side, prints of said motion pictures designated on this license. All prints of all the motion pictures to be exhibited hereunder by the Sub-Licensee on any one date, are hereinafter and/or on this license sometimes collectively referred to as a program or programs.

SECOND: The Sub-Licensee hereby agrees to pay to the Sub-Licensor, and the Sub-Licensor hereby agrees to accept, as a license fee for all of the programs hereunder sub-licensed and furnished to the Sub-Licensee, the sum, as specified on the reverse side,

TWENTY EIGHT DOLLARS

28.00

of (\$.....), lawful money of the United States of America, Fifty Per Cent (50%) of which shall be paid to the Sub-Licensor at its offices in New York City, New York before the shipment by it of the first program to be shipped hereunder and the remaining Fifty Per Cent (50%) of which shall be paid before the shipment by it of the program hereunder, it being understood and agreed that all shipments to the Sub-Licensee hereunder shall be sent "Collect".

THIRD: The Sub-Licensee hereby agrees to return to the Sub-Licensor (through the same media of shipment employed by the Sub-Licensor in shipping them and in the same order and condition as delivered to the Sub-Licensee, reasonable wear due to proper use excepted, shipping charges prepaid) all programs and the containers in which they were shipped within fifteen hours after the last exhibition of the respective programs hereunder by the Sub-Licensee. The Sub-Licensee hereby further covenants and agrees forthwith to pay the Sub-Licensor for all loss of, and/or damage if any, done to, each of said prints, after the receipt thereof by the Sub-Licensee, the sum per linear foot necessary to actually replace any such lost or damaged footage of prints, with a minimum damage charge of five dollars (\$5.00).

FOURTH: The Sub-Licensee hereby expressly covenants and agrees, as a special inducement to the Sub-Licensor to execute and deliver this License and to deliver the programs to be hereunder provided, that the exhibitions of said programs by and/or through the Sub-Licensee will be for educational purposes only and not in any event for commercial purposes and/or profit; and that admission fees, as such (as distinguished from fees charged for bona-fide memberships and/or enrollments in college, museum and/or similar educational courses, whose members thereby become qualified to attend such exhibitions) shall never be charged or permitted to be paid at the door or otherwise, in advance or afterwards, for the right to attend either (a) single exhibitions or (b) a series of such exhibitions. In the event that the Sub-Licensee shall breach the foregoing covenant and agreement the Sub-Licensor shall have the right, at any time thereafter, to terminate this License and all rights hereunder forthwith shall revert to the Sub-Licensor upon written notice to the Sub-Licensee of such termination. One or more failures on the part of the Sub-Licensee to exercise said right of termination shall not be deemed to be a continuing waiver of said right of termination by the Sub-Licensor. It is further hereby expressly covenanted and agreed and declared to be of the essence of this License that this License shall always be subject and subordinate to all of the terms, conditions and/or other provisions of the respective agreements between the Sub-Licensor and its respective Licensors from which said programs may be acquired by the Sub-Licensor, copies of which agreements are and will be kept on file in the office of the Secretary of the Sub-Licensor at 11 West 53rd Street, New York City, New York, or any subsequent business address of said Secretary, and shall be available there for personal inspection at all reasonable times by a duly authorized representative of the Sub-Licensee, upon request in writing.

FIFTH: The Sub-Licensee further covenants and agrees that the aggregate of all income directly or indirectly accruing to the Sub-Licensee (whether through class enrollment or membership fees, subscriptions paid to the Sub-Licensee and/or otherwise) from and/or in connection with said exhibitions, in excess of the cost and expenses (including said license fee hereinbefore specified to be paid to the Sub-Licensor) incurred by the Sub-Licensee in connection with said exhibitions shall be divided into two (2) equal parts, one of which shall be paid over by the Sub-Licensee to the Sub-Licensor, within thirty (30) days after the last exhibition of the last program to be exhibited by the Sub-Licensee hereunder, which part shall belong to the Sub-Licensor, its successors and assigns, absolutely and forever, for use as the Sub-Licensor may see fit in or in connection with developing, preserving, furthering and/or extending the activities of the Sub-Licensor and/or its said film library. The Sub-Licensee hereby further covenants and agrees that said other part of said excess income shall be retained by the Sub-Licensee and used by it only for the purposes of acquiring motion picture equipment and/or furthering library, museum, research and/or student theatre work, and/or for such other purposes as may be consented to in writing, in advance, by the Sub-Licensor.

SIXTH: It is specifically covenanted and agreed and made of the essence hereof that this License shall be terminable at any time, with or without cause, by the Sub-Licensor and that the Sub-Licensor, at all times, with or without cause, shall have the right to withdraw any one and/or more of the prints herein provided for—largely, but not solely, because similar conditions are imposed upon the Sub-Licensee by the provisions of some or all of its respective agreements with its said Licensors, due in part to the following facts: The highly specialized nature of the motion picture industry is such that there arises the occasional necessity of exercising emergency protection over copyright material and/or other property interests involved. Therefore, although said industry is friendly toward and interested in, and is anxious and willing and has undertaken to cooperate with, activities of the type contemplated by this License, such activities, nevertheless, could not be carried on by the Sub-Licensor or generously fostered by said industry unless said rights of termination were so reserved. Because said Licensors of the Sub-Licensor have assured the Sub-Licensor of their intention and willingness to cooperate as fully as they consistently can with the intention of the Sub-Licensor to supply substitute prints, as hereinafter expressed in the remainder of this paragraph, the Sub-Licensor hereby expresses its intention (in the event that said right of termination, and/or of withdrawal of one or more of the prints hereunder shall be exercised by the Sub-Licensor due to any exigencies and/or emergencies which may so dictate to the Sub-Licensor) of (a) endeavoring so far as it consistently can to supply the Sub-Licensee with substitute prints of other available motion pictures to replace prints which may be withdrawn hereunder; or (b) of repaying to the Sub-Licensee a pro-rata share of the entire license fee to be paid to the Sub-Licensor hereunder.

SEVENTH: Notwithstanding anything in this License contained, it is hereby specifically covenanted and agreed and made of the essence hereof that a condition precedent to the right of exhibition of the prints hereunder shall be that, in each instance, the place of such exhibition and/or the proprietor thereof and/or the Sub-Licensee shall have in advance thereof a valid and subsisting written license and/or consent from whatever persons, firms and/or corporations licenses and/or consents may be required concerning the use of sound and/or sound equipment in and/or in connection with such exhibition, and from the authors, copyright proprietors, performing rights societies and/or others having jurisdiction over the performances of any musical compositions which may be performed therein and/or in connection therewith.

EIGHTH: The Sub-Licensee hereby covenants and agrees to keep a careful and detailed attendance record of each exhibition hereunder and to mail a copy thereof to the Sub-Licensor forthwith following each such exhibition.

NINTH: The Sub-Licensee hereby covenants and agrees with the Sub-Licensor that it will forthwith notify the Sub-Licensor of any claims asserted against the Sub-Licensee because of any alleged infringement and/or violation by the programs of any common-law rights, copyright, literary, dramatic, musical, patent, trade-mark and/or any other rights.

TENTH: This License constitutes the entire agreement between the parties hereto and shall not be modified except in writing and shall not be deemed or construed to be a partnership agreement or to constitute a joint venture between the parties hereto.

ELEVENTH: This License, however, shall be deemed to have been entered into in, and shall be construed in accordance with the laws of, the State of New York, United States of America.

IN WITNESS WHEREOF, the parties hereto have duly executed this License as of the day and year above written.

THE MUSEUM OF MODERN ART
and/or
MUSEUM OF MODERN ART FILM LIBRARY CORPORATION

By.....

SAN FRANCISCO MUSEUM OF ART

By.....

THE MUSEUM OF MODERN ART FILM LIBRARY

No. **33**

(make checks payable to The Museum of Modern Art, 11 West 53 St., New York 19, N. Y.)

A schedule of prints to be supplied by the Museum of Modern Art Film Library

to SAN FRANCISCO MUSEUM OF ART

for exhibition by it only at SAN FRANCISCO, CALIFORNIA

and only on the dates hereinafter specified, pursuant to the terms and conditions on the back hereof:

Series and Program	TITLE OF PRINTS	No. of Reels	Width	Silent or Sound	Date	Rental Fee
✓	NOSFERATU	5	16mm	silent	Sept. 3 1948	\$10
	THE WINDOW CLEANER	1	"	sound		\$2
	COLOUR BOX	1	"	"		\$5
	EASTER ISLAND	3	"	"		\$6
✓	THE BLUE ANGEL	10	16mm	sound	Sept. 10 1948	\$20
	SWINGING THE LAMBETH WALK	1	"	"		\$5
	LAND WITHOUT BREAD	3	16mm	Sound	Sept. 17 1948	\$6
	THE SMILING MADAME BEUDET	3	"	silent		\$20
	MENILMONTANT	3	"	"		
	BALLET MECANIQUE	1	"	"		
	ENTR'ACTE	2	"	"		
	<i>The Barber Shop</i>		16	Sound		3.
	H20	1	16mm	silent	Sept. 24 1948	\$3
	SYMPHONIE DIAGONALE	1	"	"		\$3
	The B					

IMPORTANT—Fill in shipping instructions.

TOTAL \$80

SHIP FILM TO:

SHIP MUSIC TO:

SHIP PROGRAM NOTES TO:

NUMBER OF PROGRAM NOTES REQUIRED

83

2 August 48

LICENSE, dated this day of 19...., between the MUSEUM OF MODERN ART and/or the MUSEUM OF MODERN ART FILM LIBRARY CORPORATION, a New York Corporation (hereinafter sometimes referred to as Sub-Licensor), party of the first part, and

San Francisco Museum of Art

(hereinafter sometimes referred to as Sub-Licensee), party of the second part:

WHEREAS the Sub-Licensor has assembled and is now assembling, pursuant to non-exclusive, revocable licenses to it under copyright and/or otherwise a library of prints and/or films of motion pictures of outstanding artistic and historical interest, dating from the early days of the motion picture art and is willing to make available to the Sub-Licensee, for educational purposes only and on the terms and conditions hereinafter set forth and/or referred to prints of either some or all of such motion pictures: and

WHEREAS the Sub-Licensee is desirous of obtaining the non-exclusive, revocable right to exhibit, for educational purposes and subject to said terms and conditions, prints of such of said motion pictures as are designated on the reverse side.

NOW, THEREFORE, it is hereby understood and agreed as follows:

FIRST: The Sub-Licensor hereby grants to the Sub-Licensee, and the Sub-Licensee hereby accepts, several and non-exclusive revocable licenses to exhibit at the place and on the dates specified on the reverse side, prints of said motion pictures designated on this license. All prints of the motion pictures to be exhibited hereunder by the Sub-Licensee on any one date, are hereinafter and/or on this license sometimes collectively referred to as a program or programs.

SECOND: The Sub-Licensee hereby agrees to pay to the Sub-Licensor, and the Sub-Licensor hereby agrees to accept, as a license fee for all of the programs hereunder sub-licensed and furnished to the Sub-Licensee, the sum, as specified on the reverse side,

eighty dollars

\$80.00

of (\$.....), lawful money of the United States of America, Fifty Per Cent (50%) of which shall be paid to the Sub-Licensor at its offices in New York City, New York before the shipment by it of the first program to be shipped hereunder and the remaining Fifty Per Cent (50%) of which shall be paid before the shipment by it of the program hereunder, it being understood and agreed that all shipments to the Sub-Licensee hereunder shall be sent "Collect".

THIRD: The Sub-Licensee hereby agrees to return to the Sub-Licensor (through the same media of shipment employed by the Sub-Licensor in shipping them and in the same order and condition as delivered to the Sub-Licensee, reasonable wear due to proper use excepted, shipping charges prepaid) all programs and the containers in which they were shipped within fifteen hours after the last exhibition of the respective programs hereunder by the Sub-Licensee. The Sub-Licensee hereby further covenants and agrees forthwith to pay the Sub-Licensor for all loss of, and/or damage if any, done to, each of said prints, after the receipt thereof by the Sub-Licensee, the sum per linear foot necessary to actually replace any such lost or damaged footage of prints, with a minimum damage charge of five dollars (\$5.00).

FOURTH: The Sub-Licensee hereby expressly covenants and agrees, as a special inducement to the Sub-Licensor to execute and deliver this License and to deliver the programs to be hereunder provided, that the exhibitions of said programs by and/or through the Sub-Licensee will be for educational purposes only and not in any event for commercial purposes and/or profit; and that admission fees, as such (as distinguished from fees charged for bona-fide memberships and/or enrollments in college, museum and/or similar educational courses, whose members thereby become qualified to attend such exhibitions) shall never be charged or permitted to be paid at the door or otherwise, in advance or afterwards, for the right to attend either (a) single exhibitions or (b) a series of such exhibitions. In the event that the Sub-Licensee shall breach the foregoing covenant and agreement the Sub-Licensor shall have the right, at any time thereafter, to terminate this License and all rights hereunder forthwith shall revert to the Sub-Licensor upon written notice to the Sub-Licensee of such termination. One or more failures on the part of the Sub-Licensor to exercise said right of termination shall not be deemed to be a continuing waiver of said right of termination by the Sub-Licensor. It is further hereby expressly covenanted and agreed and declared to be of the essence of this License that this License shall always be subject and subordinate to all of the terms, conditions and/or other provisions of the respective agreements between the Sub-Licensor and its respective Licensors from which said programs may be acquired by the Sub-Licensor, copies of which agreements are and will be kept on file in the office of the Secretary of the Sub-Licensor at 11 West 53rd Street, New York City, New York, or any subsequent business address of said Secretary, and shall be available there for personal inspection at all reasonable times by a duly authorized representative of the Sub-Licensee, upon request in writing.

FIFTH: The Sub-Licensee further covenants and agrees that the aggregate of all income directly or indirectly accruing to the Sub-Licensee (whether through class enrollment or membership fees, subscriptions paid to the Sub-Licensee and/or otherwise) from and/or in connection with said exhibitions, in excess of the cost and expenses (including said license fee hereinbefore specified to be paid to the Sub-Licensor) incurred by the Sub-Licensee in connection with said exhibitions shall be divided into two (2) equal parts, one of which shall be paid over by the Sub-Licensee to the Sub-Licensor, within thirty (30) days after the last exhibition of the last program to be exhibited by the Sub-Licensee hereunder, which part shall belong to the Sub-Licensor, its successors and assigns, absolutely and forever, for use as the Sub-Licensor may see fit in or in connection with developing, preserving, furthering and/or extending the activities of the Sub-Licensor and/or its said film library. The Sub-Licensee hereby further covenants and agrees that said other part of said excess income shall be retained by the Sub-Licensee and used by it only for the purposes of acquiring motion picture equipment and/or furthering library, museum, research and/or student theatre work, and/or for such other purposes as may be consented to in writing, in advance, by the Sub-Licensor.

SIXTH: It is specifically covenanted and agreed and made of the essence hereof that this License shall be terminable at any time, with or without cause, by the Sub-Licensor and that the Sub-Licensor, at all times, with or without cause, shall have the right to withdraw any one and/or more of the prints herein provided for—largely, but not solely, because similar conditions are imposed upon the Sub-Licensee by the provisions of some or all of its respective agreements with its said Licensors, due in part to the following facts: The highly specialized nature of the motion picture industry is such that there arises the occasional necessity of exercising emergency protection over copyright material and/or other property interests involved. Therefore, although said industry is friendly toward and interested in, and is anxious and willing and has undertaken to cooperate with, activities of the type contemplated by this License, such activities, nevertheless, could not be carried on by the Sub-Licensor or generously fostered by said industry unless said rights of termination were so reserved. Because said Licensors of the Sub-Licensor have assured the Sub-Licensor of their intention and willingness to cooperate as fully as they consistently can with the intention of the Sub-Licensor to supply substitute prints, as hereinafter expressed in the remainder of this paragraph, the Sub-Licensor hereby expresses its intention (in the event that said right of termination, and/or of withdrawal of one or more of the prints hereunder shall be exercised by the Sub-Licensor due to any exigencies and/or emergencies which may so dictate to the Sub-Licensor) of (a) endeavoring so far as it consistently can to supply the Sub-Licensee with substitute prints of other available motion pictures to replace prints which may be withdrawn hereunder; or (b) of repaying to the Sub-Licensee a pro-rata share of the entire license fee to be paid to the Sub-Licensor hereunder.

SEVENTH: Notwithstanding anything in this License contained, it is hereby specifically covenanted and agreed and made of the essence hereof that a condition precedent to the right of exhibition of the prints hereunder shall be that, in each instance, the place of such exhibition and/or the proprietor thereof and/or the Sub-Licensee shall have in advance thereof a valid and subsisting written license and/or consent from whatever persons, firms and/or corporations licenses and/or consents may be required concerning the use of sound and/or sound equipment in and/or in connection with such exhibition, and from the authors, copyright proprietors, performing rights societies and/or others having jurisdiction over the performances of any musical compositions which may be performed therein and/or in connection therewith.

EIGHTH: The Sub-Licensee hereby covenants and agrees to keep a careful and detailed attendance record of each exhibition hereunder and to mail a copy thereof to the Sub-Licensor forthwith following each such exhibition.

NINTH: The Sub-Licensee hereby covenants and agrees with the Sub-Licensor that it will forthwith notify the Sub-Licensor of any claims asserted against the Sub-Licensee because of any alleged infringement and/or violation by the programs of any common-law rights, copyright, literary, dramatic, musical, patent, trade-mark and/or any other rights.

TENTH: This License constitutes the entire agreement between the parties hereto and shall not be modified except in writing and shall not be deemed or construed to be a partnership agreement or to constitute a joint venture between the parties hereto.

ELEVENTH: This License, however, shall be deemed to have been entered into in, and shall be construed in accordance with the laws of, the State of New York, United States of America.

IN WITNESS WHEREOF, the parties hereto have duly executed this License as of the day and year above written.

THE MUSEUM OF MODERN ART
and/or
MUSEUM OF MODERN ART FILM LIBRARY CORPORATION

By.....
John H. Whitney
Vice-President.

SAN FRANCISCO MUSEUM OF ART

By.....

FILM CLASSIC EXCHANGE

1645 NORTH LA BREA
HOLLYWOOD 28, CALIFORNIA

April 3, 1950

Mr. Frank Stauffacher
San Francisco Museum of Art
Civic Center
San Francisco 2, California.

Dear Mr. Stauffacher:

In accord with your letter of March 31, we are pleased to confirm LOVE AND BULLETS for your date of May 5, 1950.

We can supply LOVE AT FIRST FLIGHT for May 12 and TOTAL LOSS for May 26, but would appreciate your confirmation before we enter bookings.

The reason we say this is that both of these titles are two reel films and not one reel films. If you are acceptable to using them they are available.

If program time limits you strictly to one reel, may I suggest that you select from the sheets enclosed and you will note that I have checked several titles which I believe would be exceptionally good.

Cordially yours,

FILM CLASSIC EXCHANGE,

By

Charles H. Tarbox

CHT:EH

FILM CLASSIC EXCHANGE

FREDONIA, N. Y.

1645 North La Brea Avenue
Hollywood 28, Calif.

TELEPHONE: FREDONIA 2-7256

GRanite 4255

CONFIRMATION OF PLAYDATES

Frank Stauffacher

April 18, 1950

San Francisco Museum of Art

Your Order No.

Civic Center, San Francisco 2, Calif.

Thank you for your order dated Apr. 13, 1950 received by letter

In accordance with, we have entered bookings as follows:

[illegible]

IMPORTANT NOTICE

Films must be returned by first possible express or parcel post immediately after last showing on dates confirmed above. Rental will be charged for every day film is held overtime.

FILM CLASSIC EXCHANGE

By

Booking Department

Brandon Films Inc.

1700 BROADWAY • NEW YORK 19, N. Y.

CIRCLE 6-4868.



June 8, 1950

AIR MAIL

Mr. Frank Stauffacher
San Francisco Museum of Art
Civic Center
San Francisco 2, Calif.

Dear Mr. Stauffacher:

Thanks for your letter of May 27th. This is to inform you that it has always been our policy for the customers to pay transportation charges round trip. In view of the circumstances outlined by you in your letter of May 27th, we will issue a credit for the air charges on FARREBIQUE, if you will supply us with the amount you paid.

We look forward to being of continued service to you in the future.

Sincerely yours,

BRANDON FILMS, INC.

Dorothy Townsend
Dorothy Townsend
Film Renting Department

DT:hb

45.00
34.91

10.09

45.00